



CHICAGO TITLE INSURANCE COMPANY
COURTWORK REQUEST

ORDER # 1145201

UNIT # _____

DATE 9/7/04

REQUESTED BY: Dave Lemoine

CERTIFIED

NON-CERTIFIED

CHARGES \$ _____

AUDITOR'S FILE # 5360153

IF OLD # PLEASE GIVE VOL & PAGE: RECORDED IN VOL 4218 OF Deeds PAGE 51

TYPE OF DOC. Deed Contract

RECORDING DATE 12-4-61

GRANTOR: Rose A. Earley

GRANTEE: Donald W. Barrett

LEGAL DESCRIPTION: _____

REQUEST FOR SURVEY

RECORDING NUMBER: _____

VOL _____ PAGE _____

CHARGES \$ _____

REQUEST FOR ORIGINAL

_____ , # _____ , # _____

OTHER SPECIAL REQUESTS

S20

10329

Lawyers Title Insurance Corp.

Real Estate Contract

FORM L-12-6-36

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5360153

THIS AGREEMENT, made and entered into this 29th day of November, 1961

between ROSE EARLEY, a widow

hereinafter called the "Seller," and DONALD W. BARRETT and JEANNETTE C. BARRETT, his wife
hereinafter called the "Purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in King County, State of Washington, to-wit:

The southeasterly 475 feet of the second class shorelands adjoining that portion of Government lot 2, section 20, township 25 north, range 6 east, W.M., described as follows:

Beginning at the northeast corner of said government lot; thence south along the east line thereof 569.64 feet; thence west 221.38 feet; thence southwesterly at right angles to the right of way of the Northern Pacific Railway Co., (formerly the Seattle and International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said government lot; thence east along said north line to the point of beginning; EXCEPT county roads; and EXCEPT portion if any, in said railroad right of way.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of ~~ONE HUNDRED EIGHTY FIVE HUNDRED AND ONE /10~~ - - - (185.01) Dollars, of which the sum of ~~ONE HUNDRED EIGHTY FIVE HUNDRED AND ONE /10~~ - - - (185.01) Dollars has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of ~~ONE HUNDRED EIGHTY FIVE HUNDRED AND ONE /10~~ - - - (185.01) Dollars shall be paid as follows: PAYMENT NO. ONE /10 - - - (1/10) on or before the 1st day of April, 1962, a FIVE THOUSAND FIVE HUNDRED AND ONE /10 - - - (5,001.00) Dollars, and thereafter the last day of March and every month until paid in full, interest on the unpaid portion thereof at the rate of six percent, per annum, and so paid. The parties agree that the title to the above described property shall be held in trust, and interest, in the manner provided in the instrument of conveyance, until the amount due thereon is paid in full.

SALES TAX LIEN PAID

DEC 31 1961

[Signature]

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- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises
- (2) The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as his interest may appear and to deliver all policies, renewals thereof, and premium receipts to the seller
- (3) The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said premises or hereafter placed thereon, and of the taking of said premises or any part thereof for public use, and agrees that no such damage or taking shall constitute a failure of consideration, and that in case of such damage or taking, all money received by the seller by reason thereof, less any sums which the seller may be required to expend in procuring such money, shall be applied as payment on the purchase price herein, or at the election of the seller, to the rebuilding or restoration of such improvements
- (5) The seller has procured or agrees to procure, within 10 days from date hereof, from Lawyers Title Insurance Corporation a purchaser's policy of title insurance, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens or encumbrances not assumed by the purchaser under this agreement.
- (6) The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed of conveyance of said described premises.

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(7) Time is of the essence of this contract, and if at any time the seller fails to receive payment of the purchase price, promptly at the time the same shall fall due and become unpaid or past due, and if at any time the payment aforesaid, the seller may elect to terminate this contract, and upon such election, all unpaid rights of the purchaser hereunder shall cease and determine, and any payments theretofore made heretofore by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to such declaration of forfeiture and termination may be made by U. S. Registered Mail, sent to purchaser at the address of said premises, to-wit: 2920 East Lake Sammamish Drive N.E., or at such other address as the purchaser may in writing indicate to the seller.

(8) The purchaser shall be entitled to possession of said premises on December 1, 1961 and to retain possession so long as purchaser is not in default hereunder. The purchaser agrees to keep the buildings and other improvements on the premises in good repair and not to permit waste and not to use the premises for any illegal purpose.

(9) In case the purchaser fails to make any payment or to insure the premises as herein provided for, the seller may make such payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be deemed a part of the purchase price and become payable forthwith, all without prejudice to any other right the seller might have by reason of such default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

X Rose E. ... (Seal)

(Seal)

R. Gerald W. Bennett (Seal)

(Seal)

by Gordon J. Barnett (Seal)

(Seal)

Gordon J. Barnett (Seal)

(Seal)

Gordon J. Barnett (Seal)

(Seal)

ROSE FARLEY, a widow (Seal)

(Seal)

STATE OF WASHINGTON

County of KING } ss.

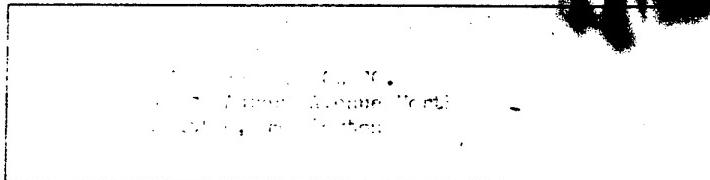
On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that ... signed the same as her free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 11 day of November, 1961.

Howard D. Wilson
Notary Public in and for the State of Washington,
residing at Seattle, Washington.

WHEN RECORDED, RETURN TO



LAWYER
TITLE INSURANCE
CORPORATION
SEATTLE, WASHINGTON

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

NAME

ADDRESS 1311 Marlin Avenue, Seattle

CITY AND STATE Seattle, Washington

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